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September 1, 2020

VIA ECF

The Honorable Alvin K. Hellerstein
United States District Judge
Southern District of New York
Daniel Patrick Moynihan United States Courthouse
New York, NY 10007

Re: Lobbe v. Cablevision Systems New York City Corporation, No. 1:16-cv-02207-AKH

Dear Judge Hellerstein:

This firm represents the Defendants in the above-captioned matter. We write to update the Court following the issuance of the Judgment dated August 17, 2020 (ECF No. 197) (the "Judgment").

The Judgment required Marlon Gayle "to personally deliver to Defendants, no later than 10 days from the date hereof, a certified or cashier's check in the amount of \$21,278.82." Ten days from the date of the Judgment was August 27.

Upon our receipt of the signed Judgment from the Court, we sent a copy to Mr. Gayle by email and overnight delivery with confirmed receipt. On August 19, I received a return email from Mr. Gayle stating his confusion about the amount he was required to repay. I clarified that the amount is as set forth above and in the Judgment signed by the Court.

On August 24, Mr. Gayle contacted me by telephone to discuss a possible compromise resolution. In the ensuing days, we appeared to reach an agreement in principle regarding such a compromise, under which he would have repaid less than the face amount of the Judgment and made payments in five installments instead of a lump sum (albeit with a large initial payment). My office prepared a written document memorializing that agreement and sent it to Mr. Gayle for his signature. As of today, however, Mr. Gayle has not returned the agreement, expressed any concerns or proposed revisions to it, or made any payment called for thereunder.

Nor has Mr. Gayle made the payment called for by the Judgment. As such, and in light of the circumstances described herein, we respectfully request that Your Honor hold Mr. Gayle in contempt, as set forth in the Judgment. (Judgment at 2 ("Gayle's failure to comply with the terms of this Judgment shall be punishable as contempt of Court."))



The Honorable Alvin K. Hellerstein
September 1, 2020
Page 2

On behalf of the Defendants, I thank the Court for its attention to this matter.

Respectfully submitted,

SEYFARTH SHAW LLP

/s/ *Robert S. Whitman*

Robert S. Whitman

cc: Counsel of record (by ECF)
Marlon Gayle (by email (mr.marlongayle@gmail.com) and overnight delivery)